

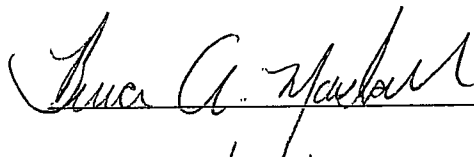
MEMORANDUM OF UNDERSTANDING

The TOWN OF BRISTOL and LOCAL 14845, DEPARTMENT OF PUBLIC WORKS hereby agree to the following modifications to the current Collective Bargaining Agreement between the parties:

1. **Contract Expiration.** The Collective Bargaining Agreement shall be extended for a period of one (1) year and will terminate on June 30, 2011.
2. **Wage Freeze.** All current wages shall be frozen for the fiscal period July 1, 2009 through June 30, 2010. Contract provisions relative to wages scheduled to commence July 1, 2009 will now commence July 1, 2010. Similarly, contract provisions scheduled to commence July 1, 2010 shall now began July 1, 2011 with similar extensions for each additional year of the contract.
3. **No Layoffs.** The Town of Bristol guarantees that there shall be no reduction in staffing due to layoffs during the period July 1, 2009 through June 30, 2010.
4. **Retirement.** Any employee who establishes by written notice delivered to the Town Administrator prior to June 30, 2009 that their retirement date will occur between July 1, 2009 and June 30, 2010 shall not participate in the wage freeze. Any employee who declares a retirement date, receives a pay increase, but subsequently alters retirement plans shall immediately reimburse the Town for any pay received over and above the June 30, 2009 pay level. The Town reserves the right to immediately deduct said overage from the employee's future paychecks. Any employee who has not declared an intention to retire by June 30, 2009 will be ineligible for this adjustment.

This Agreement shall become effective upon execution by both parties hereto.

UNION



Date:

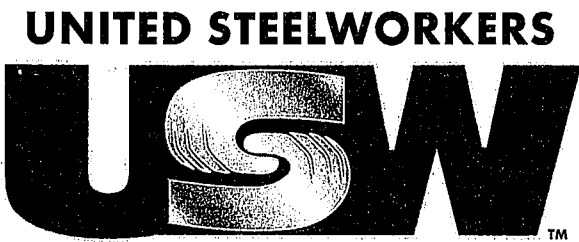
6/16/09

TOWN OF BRISTOL


Diane C. Mederos, Town Administrator

Date:

6/16/09



UNITY AND STRENGTH FOR WORKERS

District 4

William Pienta
District Director

Albert H. Polk, Jr.
Assistant to the Director

Stephen J. Finnigan
Sub-District Director

July 29, 2008

Town of Bristol (DPW)
Diane Mederos, Town Administrator
111 Mt. Hope Ave
Bristol, RI 02809

Dear Ms. Mederos:

Enclosed please find one (1) fully signed copy of the Agreement dated **July 1, 2007-June 30, 2010** completed between **Town of Bristol (DPW)**, and the United Steelworkers on behalf of **Local Union #14845**.

Sincerely,

Andrew Slipp
Staff Representative

AS/ald

Enclosure

CONTRACT

BETWEEN

THE TOWN OF BRISTOL

AND

UNITED STEELWORKERS

AFL-CIO,CLC

LOCAL 14845

JULY 1, 2007 TO JUNE 30, 2010

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AGREEMENT

This Agreement is entered into as of the 1st day of July, 2007, by and between the Town of Bristol, Rhode Island (hereinafter referred to as the "Town"), and the United Steelworkers, AFL-CIO, CLC, on behalf of its Local 14845 (hereinafter referred to as the "Union").

PURPOSE

It is the purpose of this agreement to carry out the personnel policy of the Town of Bristol in encouraging a harmonious and cooperative relationship between the Town and its employees, by providing for procedures which will facilitate free and frequent communications between the Town and the Employees of the Town of Bristol.

By means of this Agreement, therefore, the signatories hereto bind themselves to maintain and improve the present standards of service to the people of the Town of Bristol, and agree further that high morale and good personnel relations are essential to carry out this end. The Town employees, as individual members of the Union, are to regard themselves as Town employees, and as such, they are governed by the highest ideals of honor, loyalty and integrity in all their public, personal and official relationships, in order that they may merit the respect and confidence of the general public and the Town Council of Bristol.

RECOGNITION

The Town hereby recognizes and will continue to recognize the United Steelworkers, AFL-CIO, CLC, and its Local 14845, as representing all employees of the Highway Department of the Town of Bristol.

The Town agrees to recognize the Union as the sole and exclusive bargaining agent for employees in the Highway Department.

ARTICLE I

JOB SECURITY

Section 1. The Town agrees not to discharge or discriminate against employees for Union membership or activities. The parties hereby agree that all persons employed in the Highway Department who are presently members of the Union shall remain members of the Union in good standing during the life of this Agreement.

Section 2. The Union agrees that Department Heads have the authority to layoff in accordance with seniority and to demote, suspend and discharge for just cause only.

Section 3. Promotions shall be by seniority, providing the most senior employee can perform the minimum qualifications of the job.

Openings shall be posted for a period of three business days and shall be awarded to the senior employee who bids for the opening.

The Town Administrator and/or an individual appointed by him or her and the Local Union President shall design a bidding application which shall remain in effect for the duration of this Agreement.

Section 4. In the event that a reduction in the work force will occur because of abolition of a job or jobs, the affected employees may return to their previously held position, provided the employee can perform, and is qualified for that job, and that the employee is senior to the person now holding said job. In the event that the person in the job to be abolished is not senior to the person now holding the position he formerly held, that person will remain in the department by "bumping" the low person, who in turn will be on layoff status.

ARTICLE II

HOURS OF WORK

Section 1. Highway Department: 8 hours per day, 5 days per week for all full-time employees: 5 days ... Monday through Friday. All work in excess of 8 hours in any one (1) working day and all work over 40 hours in any one (1) work-week and all work performed on Saturday shall be paid for at the overtime rate of time and one-half. Any work performed on Sunday shall be paid for at the rate of double-time.

Section 2. Employees called to work at a time other than their regular shift shall receive a minimum of 2 hours pay at time and one-half.

This provision does not apply to employees called to work in advance of their scheduled shift who continue to work their scheduled shift.

Section 3. All work performed prior to normal work hours on Mondays through Fridays (normal work hours to be determined by the Department Head) are to be paid at time and one-half unless the employee voluntarily fails to complete eight hours of work. All work performed after normal work hours on Mondays through Fridays (normal work hours to be determined by the Department Head) are to be paid at time and one-half.

ARTICLE III

HOLIDAYS WITH PAY

Section 1. Employees who shall have worked the business day before and the business day after the holiday, unless absent with a reasonable excuse, shall be paid for each holiday on a straight-time earning.

Employees who are absent because of sickness on the business day before or the next business day after the holiday shall be paid for each holiday on the basis of straight time earnings only after obtaining a statement from a doctor.

Section 2. All work performed on any paid holiday shall be paid at the rate of double time for all employees plus holiday pay.

Section 3. All holidays which fall on a Sunday shall be observed on Monday.

Section 4. The holidays referred to in this article are as follows:

New Years Day	One-half Day on Good Friday
Memorial Day	Washington's Birthday
Independence Day	Columbus Day
Labor Day	Thanksgiving Day
Victory Day	Christmas Day
Armistice Day	Floating Holiday (In lieu of Election Day)
R.I. Independence Day	Four (4) Personal Days
Martin Luther King Day	

The foregoing holidays shall be guaranteed paid holidays, regardless of the day on which they fall, provided the above requirements are met.

- a. When it is celebrated during the work-week, Rhode Island Independence Day will be considered a regular workday for employees providing essential services as determined by the Director. Employees working Rhode Island Independence Day may select a different day off as the work schedule permits.
- b. One-half day July 3rd and December 24th if all work is done to the satisfaction of the Director and a skeleton crew consisting of one (1) Driver and two (2) Laborers remains and they shall receive compensatory time for time worked.
- c. When any half-day holiday falls on a Saturday or a Sunday, it shall not be treated as a floating holiday, but rather it shall be foregone. Also, when any full-day holiday falls on a Saturday or Sunday, it shall be observed on Monday, except for employees providing essential services as determined by the Director. It shall be treated as a floating holiday, which each employee may use at the discretion of the Director.

- d. "Personal Days: While reasonable efforts will be given by the Director to meet each request from employees for a personal day, the staffing needs of the Department of Public Works on the personal day requested are to be considered by the Director prior to permitting an employee to take such personal day."

Section 5. When one of the holidays listed in Section 4 of this Article falls on a Friday, trash pick-up will be on the Saturday following. Employees working that day shall be paid at time and one half (1½) their regular rate of pay. "Essential Personnel" shall work that Saturday.

Section 6. For all holidays listed in Section 4 of this Article, trash pickup will be moved up one day commencing on July 1, 2005. This will require that essential personnel shall work the following Saturday.

Section 7. Employees (but not more than two (2) employees per classification, by seniority) may ask for one (1) or two (2) days off after a holiday without having to take the entire week off.

Section 8. When a holiday falls within during the work week and it is necessary for crews to work on the Saturday following said holiday, the everyday crews who work the two (2) rubbish packers, two (2) recycling trucks, one (1) mechanic and one (1) of the foremen shall be considered "Essential Personnel" that will be required to work on said Saturday after the holiday.

ARTICLE IV
SICK LEAVE WITH PAY

Section 1. The Town agrees to grant twelve (12) hours per month sick leave to all members of the union. Each member can accumulate up to a maximum of thirteen hundred fifty (1350) hours. Any hours accumulated over this maximum will not be of any credit to any member who is entitled to sick leave.

Section 2. Any employee who is out of work more than five (5) consecutive workdays will have to secure a statement from a doctor for the Department Head for which said employee works.

Section 3. Any employee who is out of work for one (1) day may be required to obtain a statement from a doctor for the employee's absenteeism if it is reasonably determined by the Department Head.

Section 4. Leave of absence, without pay, shall be granted up to a period of one (1) year, provided such employee has two (2) years of continuous service with the Town. However, the granting of such leave of absence is solely in the discretion of the Department Head. Leave of absence will not be granted to employees who are seeking other employment, or who have secured other employment.

Section 5. Sick leave without pay shall be granted after all sick leave with pay has been exhausted.

Section 6. Time out sick on compensable illness or accident shall not be deducted from accumulated sick leave.

Section 7. If requested by the employee, accrued vacation pay shall be granted in lieu of Sick Leave after all Sick Leave is exhausted. The employee is to be notified by the Department Head when his Sick Leave is used up.

Section 8. Accrued sick leave shall be paid upon retirement. Accrued sick leave shall be paid to the employee in one lump sum, or the employee has the option to take sick leave reimbursement spread out over several pay periods, within one month after retirement. Past accumulated sick leave will remain in force.

Section 9. If any employee uses five (5) days or less of sick leave in any fiscal year, then the employee shall have the option of the following:

- a) Be paid in an amount equal to one (1) week's pay at the end of the fiscal year; or
- b) One (1) additional week of vacation time.

The employee shall inform the Director of the employee's choice no later than June 1st of the respective fiscal year to be used within the following fiscal year.

Section 10. (Sick Bank): There shall be a "Sick Bank". The Town agrees to an initial, one time only, deposit of four hundred (400) hours to the "Sick Bank". The Town also agrees to grant thirteen (13) hours per month of sick leave to all members of the Union. One of the thirteen (13) hours given each month shall be deposited in the Sick Bank by each employee. The employees' deposited sick leave each year are not compensable upon termination. The deposited sick leave is the property of the Sick Bank, not any individual. Eligibility of withdrawal from the Sick Bank shall be determined by a committee of two (2): The Town Administrator, the Union's Unit Chairperson or any of their respective designees. The Committee shall determine the supporting documentation required, and has the option of requiring the employee to visit a physician selected by the committee. The committee shall consider the employee's circumstances and past attendance record. The decision of the committee is final and binding. Application for withdrawal must be made in writing only upon the exhaustion of all personal sick leave. The Town agrees to match 50% of monthly employee deposits. Withdrawals from the Sick Bank shall be only for accidents and illnesses for which it is granted.

Section 11. Upon the death of an active employee, the Town shall pay to the employee's estate within thirty (30) days thereafter all the employee's unused accrued sick leave in one lump sum.

ARTICLE V

DUES DEDUCTIONS & CHECKOFF

Section 1. The Town agrees to deduct from the wages of such employees in accordance with the expressed terms of a signed authorization to do so, the monthly membership dues of the Union. Such deductions shall be monthly and paid out of the 1st pay period of each month and shall, immediately following said deduction, be forwarded to the International Secretary-Treasurer of the United Steelworkers, AFL-CIO,CLC, Five Gateway Center, Pittsburgh, PA. 15222.

Section 2. A check off list setting forth the name and amount of dues deducted shall accompany the deductions to Pittsburgh, PA., and a copy of said check off list shall be forwarded to the Regional Office of the United Steelworkers, AFL-CIO,CLC, 100 Medway Road, Suite 403, Milford, MA 01757 with a copy to the local union.

ARTICLE VI

PERMANENT AND TEMPORARY EMPLOYMENT

Section 1. All new employees shall be hired on a probationary basis for a period of six (6) months. At the end of this trial period, the Department Head shall determine if the employee shall become a permanent member of the Highway Department.

All new employees hired after July 1, 2001 shall be required to obtain a Commercial Drivers License (CDL) within six (6) months of date of hire.

Section 2. Temporary employees will only be hired after ten (10) working days of a permanent employee's absence due to injury or illness. Temporary employees will be dismissed upon the permanent employee's return to work.

Section 3. Existing temporary employees will be grandfathered until they are permanently employed by the town or their employment is terminated. They will not be subject to health care contributions in the provisions set forth in Article XIII, Section 5 of this Agreement, or six (6) months probation as set forth in this Article. Their probationary period will be for sixty (60) days. When permanently hired, on the basis of seniority, these employees will be assigned to the packer.

Section 4. All employees must be able to multi-task as needed by the Director during the workday.

ARTICLE VII

BEREAVEMENT

Section 1. If a regular full-time employee requires time off from work because of a death in the immediate family, such employee shall receive (8) hours pay for each day of necessary absence up to a maximum of (3) days, including the day of the funeral. This bereavement leave, when applied to the death of a spouse of the Bargaining Unit Member, shall increase to five (5) days maximum, including the day of the funeral.

Section 2. For the purpose of this clause, the immediate family of an employee shall consist of the parents, children, brothers or sisters, and including foster and step relatives of the same degree of kinship living with the employee, mothers-in-law, fathers-in-law, grandparents and grandparents-in-law.

Section 3. Employees will be granted one (1) day bereavement for the day of the funeral (with pay) for blood aunts and uncles only.

ARTICLE VIII

SENIORITY

Section 1. The Town Administrator and the Department Head agree with the concept of seniority and further agree that this principle be applied whenever practicable in respect to promotions, vacation schedules, work shift preferences and any other questions of preference among employees that may arise but are not specifically mentioned hereinabove. Seniority shall be by classification in the department. Choice of working shifts, vacation shifts, vacation periods and day off schedules shall be based on seniority within each department. Should any situation arise in which a department finds it necessary to deviate from the principle of seniority with respect to working shifts, vacation periods and days off, and Union members are affected, said department will notify the Union in writing as to the reasons for said changes but no changes shall take place before the Union is notified. Only in cases of an emergency are any changes outside the scope of seniority to be considered.

Section 2. Should a grievance arise over the application of the seniority rule, it shall be considered a grievance under the terms of this Agreement and the use of the Grievance Procedure shall be applicable.

Section 3. Recall to work shall be in the inverse order to that in which they were laid off.

ARTICLE IX

OVERTIME

Section 1. Overtime shall be distributed equally among the classification in which the department is working said overtime. An overtime list shall be posted by the Department Head and will be subject to check by the Union Steward any time the employee sees fit. If an employee does not want to work the overtime in the department where it is being worked, the employee shall be charged with the hours worked for purposes of determining distribution of overtime. Employees will be allowed to apply overtime hours toward comp time off, not to exceed forty hours per year, and with the hours to be used by the end of the fiscal year.

ARTICLE X

GRIEVANCE PROCEDURE

Section 1. Procedure. A grievance is defined as a dispute arising concerning the interpretation or application of the terms of this Agreement or the rights claimed to exist there under. The parties agree to act in good faith to attempt to resolve the grievance promptly and expeditiously, and in accordance with the following procedure:

Step 1: Any permanent employee covered by this Agreement who has a grievance shall submit it in writing to his Department Head within five (5) business days after the event giving rise to the grievance or after the employee or the Union should have become aware of the occurrence of the event giving rise to the grievance. The grievance shall be signed by both the aggrieved employee and the Union representative. The Department Head shall give a written answer within five (5) business days after such written submission of the grievance and after a meeting is held between the grievant, a Union representative, and the Department Head.

Step 2: If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Town Administrator or his/her designated representative, within five (5) business days after the Department Head answer in Step 1. A meeting between the Town Administrator or his/her designated representative, and the

Union representative and the grievant shall be held within five (5) business days of receipt of this appeal by the Town Administrator or his/her designated representative. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Town Administrator or his/her designated representative and by the Union. If no settlement is reached, the Town Administrator or his/her designated representative shall give the Town's written answer to the Union within five (5) business days following the meeting.

Section 2. No Department Head shall call any employee who is a member of the Union alone to discuss any grievance; the Department Head must notify the Steward and if the employee decides to talk alone, the employee shall; but, the Steward shall be notified of all intentions of the employee.

Section 3. Time Limits. No grievance shall be entertained or processed and shall be considered waved, unless it is submitted within five (5) business days after the event given rise to the grievance or after the Employee or the Union should have become aware of the occurrence of the event giving rise to the grievance . If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Town's last answer.

Section 4. Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within fifteen (15) business days after the Town's answer in Step 2. The grievance shall be heard by a panel of three (3) arbitrators, and their decision shall be final and binding on both parties. The three (3) members of the Panel of Arbitrators shall consist of one (1) member picked by the Town Administrator, one (1) member picked by the Union and the third member shall be selected by the two party arbitrators. If they cannot agree on the third member, he shall be selected by the rules of the American Arbitration Association and shall serve as the chairman of the Panel. The cost of the arbitrators shall be divided equally between the Union and the Town.

ARTICLE XI

VACATIONS

Section 1. The Town Administrator and the Department Head agree that the following vacation periods for all employees covered in this Agreement shall be based on seniority within each department, and employees with the following years of service shall be paid for such vacations and all vacations shall be used within two (2) years of the date earned or shall be forfeited: a) 7 months but less than 1 year.....1 day per month beginning

with the 1st day of the 8th the month

- b) 1 year but less than 2 years1 week per year
- c) 2 years but less than 5 years 2 weeks per year
- d) 5 years but less than 10 years 3 weeks per year
- e) 10 years but less than 16 years 4 weeks per year
- f) 16 years21 days per year
- g) 17 years 22 days per year
- h) 18 years23 days per year
- i) 19 years24 days per year
- j)) 20 years and over 6 weeks per year

Section 2. No more than two (2) laborers shall be allowed to take vacation at the same time; provided, however, that at the sole discretion of the Director an additional laborer may be permitted to take vacation at the same time. No more than two (2) truck drivers shall be allowed to take vacation at the same time, provided, however, that at the sole discretion of the Director an additional truck driver may be permitted to take vacation at the same time. No more than one (1) mechanic shall be allowed to take vacation at the same time, provided, however, that if there shall be only one mechanic available for an extended period of time, vacation shall be granted at the sole discretion of the Director.

No more than one (1) general maintenance man shall be allowed to take vacation at the same time.

No more than one (1) Foreman shall be allowed to take vacation at the same time.

Section 3. During " Prime Time" (June, July and August) employees will be able to select any one (1) or two (2) more than two (2) weeks. After all awards have been made, an time if available. Also, no employee may schedule vacation time single days in consecutive weeks during Prime Time . Employees during non-Prime Time as available. Employees may ask for days as vacation time only after all employees have had vacation seniority within classification.

ARTICLE XII

STATEMENT OF POLICY

Section 1. The Town Administrator and the Department Head agree to let Union Officers and Stewards take reasonable time off, with pay, for Union Business and on-the-job grievances; and such officials shall notify their Department Head before such time is taken for said Union Business.

Section 2. The Union and Town Administrator and Department Head agree to meet before any budget is made to be presented to the taxpayers of Bristol so that both parties can submit to each other proposals which are agreeable and will cooperate with each other in good faith and understanding.

ARTICLE XIII

GENERAL WELFARE

Section 1. Recognizing the importance of protecting the health, life and limb of employees, the Town Administrator shall use reasonable efforts to improve conditions of employment wherever the Town Administrator finds that the same should be improved in order to promote health and safety among the Town's employees.

Section 2. The Union agrees that its members employed by the Town will not strike or assist or participate in any strike or slow-down (so-called) against the Town of Bristol, Rhode Island.

Section 3. In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought any court or other legal or administrative action against the other because of any strike or lockout until the dispute, claim, grievance or complaint causing the strike or lockout shall have been brought to the attention of the party against whom it shall have been made, and the said party, after actual notice of same, shall, within a reasonable time, fail to take steps to correct the cause of circumstances giving rise to such dispute, claim, grievance or complaint causing such strike or lockout.

Section 4. (Existing Benefits and Past Practices) All existing benefits and past practices of a beneficial nature to employees not contained herein shall continue in full force and effect during the life of this Agreement.

Section 5. The Town of Bristol, for the duration of this Agreement, will provide for its employees covered by this Agreement and their dependents, students to age 23, Hospital, Surgical and In Hospital Medical Insurance, known as ("Blue Cross 100") , Classic Blue, or an equivalent health insurance, if mutually agreeable, without cost to them. Major Medical shall be increased from \$30,000. to \$1,000,000. If an employee retires at age 62, this coverage will be paid by the Town until the employee becomes 65.

The Town of Bristol will offer a choice of Healthmate or Classic Blue at the individual employee's option, if there is no added cost for the Healthmate option. If there is an added cost for the Healthmate option, the Healthmate option will be offered to individuals who are willing to pay the added cost.

Effective as of July 1, 2007, and for each fiscal year thereafter, each new employee shall contribute, as a co-payment, an amount per pay period equal to ten percent (10%) of the cost to the Town of such an employee's annual complete medical and dental coverage divided by the total number of pay periods per fiscal year.

For any employee, excluding current temporary employees hired after July 1, 1998, there will be an additional \$10.00 co-payment charge per pay period for individual coverage and \$20.00 per pay period for family coverage for each employee for all plans described in this.

Notwithstanding the foregoing, commencing on July 1, 2004, the office visit co-payment will increase from \$10.00 to \$15.00 and the emergency room co-payment will increase from \$25.00 to \$50.00.

- (a) Upon retirement from the DPW, the employee shall retain such coverage as is in place until the time of eligibility for Medicare or other federally subsidized program.
- (b) Upon reaching said age of eligibility, the retiree shall obtain Medicare or other federally subsidized program in place at the time.
- c) Upon reaching said age of eligibility, the Town of Bristol shall provide the retiree only Plan 65 or other equivalent supplemental coverage as the town deems acceptable for a period of ten (10) years at no expense to the retiree.
- (d) Upon completion of the tenth (10th) year, all health care coverage being provided by Plan 65 or other equivalent by the town shall cease and become the sole responsibility of the retiree.
- (e) Upon retirement, the retiree may purchase Delta Dental from the town at the retiree's own expense for a period of ten (10) years from the date of retirement.
- (f) When the retiree becomes eligible for Medicare or other federally subsidized program, and that retiree's spouse is not eligible for Medicare or other federally subsidized program, then that retiree's spouse shall continue to receive, without contribution, the same health care insurance, individual coverage only, he/she was receiving prior to the retiree becoming eligible for Medicare.
- (g) Once said spouse becomes eligible for Medicare or other federally subsidized program, then said health care insurance shall cease and said spouse shall not be eligible for any supplemental medical insurance from the Town of Bristol.
- (h) In order to be eligible for the above stated benefits, the retiree must have worked for the Town of Bristol for a period of no less than twenty (20) years or have reached their fifty-eighth (58th) birthday and have worked for the Town of Bristol for a minimum of ten (10) years and retired in good standing with the Town of Bristol.

Except with respect to (a) and (e) above, all employees hired after September 1, 2002, shall not be eligible for any of the above mentioned benefits.

Notwithstanding the foregoing, commencing on July 1, 2004, the office visit co-payment will increase from \$10.00 to \$15.00 and the emergency room co-payment will increase from \$25.00 to \$50.00.

If an employee covered by this Agreement is on Leave of Absence on the effective date of the Plan, and was covered under the prior plan, the employee shall continue to have coverage under the prior plan until the employee shall have returned to active employment. Upon the employee's return to active employment, the employee shall be immediately entitled to all the benefits provided for under the plan denoted in the above paragraph.

Section 6. The Town of Bristol agrees to provide and pay for coverage of Delta Dental, family or individual.

Section 7. The Town shall provide the members of the bargaining unit with a family or individual vision plan program known as the Vision Care Program.

Section 8. In the event that Union locals representing the Clerical Unit or the Sewer Department win retiree plan benefits better than the benefits currently enjoyed by members of Local 14845's Department of Public Works, unit members shall be entitled to those same benefits.

ARTICLE XIV

INCLEMENT WEATHER AND EMERGENCIES

Section 1. Inclement weather shall be considered as weather 90(F) or above, 10(F) or under and rain. On days of inclement weather, all employees shall return to the Highway Department garage for further work or instructions.

a) All weather forecasts and temperatures shall be those recorded at or by Hills Grove Weather Bureau.

Section 2. Any emergency as proclaimed by the Town Administrator or

Director of Public Works will supersede the provisions of Section 1 above. Any event or condition that creates or may cause a public health or safety hazard, such as trash buildup, or any natural or unnatural disaster or storm that creates a public safety issue, may be declared, at the discretion of the Town Administrator or the Director of Public Works, an emergency.

Section 3. During inclement weather, the job of packer shall be rotated so that work during this time shall be distributed equally among the classifications eligible for this work.

ARTICLE XV
PROTECTIVE CLOTHING

Section 1. Protective clothing, uniforms, gear, and such other distinctive clothing which may be required by the Town to be worn or utilized or necessary in the performance of specific functions shall be furnished by the Town.

It is agreed that each member is obligated to wear such work uniforms as a condition of employment.

Members of the Bargaining Unit shall wear blue jeans as the new current uniform.

There will be a clothing allowance of five hundred (\$500.00) per employee per year, to be used as the employee sees fit, but with the Director able to make a determination of what is 'presentable', if necessary.

Section 2. The Town shall pay for one pair of work shoes annually per employee. The maximum amount to be paid by the Town, or to be reimbursed by the Town for the benefit of the employee shall be the sum of one hundred fifty dollars (\$150.00) upon presentation of a valid receipt of purchase. Employees shall receive an additional one hundred fifty dollars (\$150.00) per year for the replacement of shoes.

ARTICLE XVI

SAFETY COMMITTEE

The Town and the Union shall establish a joint Safety Committee to meet each month to discuss matters pertaining to safety. The Committee shall be made up of two (2) Representatives of the Town appointed by the Town Administrator and two (2) Representatives of the Local Union appointed by the Unit Chairperson.

ARTICLE XVII

WAGES

Section 1. Wages, as provided for in this Agreement, shall be set forth in "Attachment A" hereto attached, and shall be made a part of this Agreement.

Section 2. In the event of a temporary transfer, the employee will receive the higher of either the employee's normal pay or the pay normally due the job to which the employee is transferred. The higher pay, if any, will be paid only for the time the employee has performed the higher pay rate service, there being no minimum or maximum time requirement. In accordance with the principles set forth in Section 4 of Article 1, it is agreed that:

(a) An employee successfully bidding to a job having a lower rate shall receive the top rate of such new job immediately upon the employee's assignment to the new job.

(b) An employee successfully bidding to a job having a higher rate shall continue to be paid his/her current rate and be paid the top of the rate of the new job sixty (60) days after his/her assignment to the new job; however, any employee bidding for a job having a higher rate shall be paid the top rate of said position immediately after being awarded such position if the employee has performed that job for a period of at least thirty (30) days prior to the employee bidding for said job.

Section 3. When, during snowplowing and sanding activities, employees are called upon to drive a truck for which a Class II license is required, said employees shall be paid at either their rate of pay or that of Truck Driver, whichever is higher.

ARTICLE XVIII

WORKERS' COMPENSATION

Employees shall be covered under the provisions of the Workers' Compensation Act of the State of Rhode Island as amended from time to time. The first three (3) days that an employee is absent from work as a result of an on the job injury shall be charged to the employee's accumulated sick leave, if the employee has said accumulation.

ARTICLE XIX

LONGEVITY PAY

All employees shall be entitled to longevity pay if they qualify according to the requirements stated hereinafter, and such longevity shall be computed on the base salary effective July 1st of each fiscal year. The fiscal year is July 1st to June 30th of the next succeeding year.

The longevity pay shall be paid at the end of each fiscal year and shall be based upon the base salary established and in effect July 1st of said fiscal year.

Employees shall be entitled to longevity pay if they have been employed by the Town for the period stated as follows:

Class I	4 years but less than 8 years	3.5%
Class II	8 years but less than 12 years	4.5%
Class III	12 years but less than 15 years	5.5 %
Class IV	15 years and over	6.5%

Any employee who has an anniversary date of hire which would qualify the employee for an upgrading in longevity during the fiscal year, for example, from Class I to Class II, shall have his or her longevity pay computed on a pro-rata basis at the percentage applicable over the term of the fiscal year.

In the event that any employee is terminated, laid off, quits, retires for any reason, including disability, otherwise, is not employed by the Town, then that employee shall receive, if he or she is so entitled as provided herein before, longevity pay for that part of the year up to his or her date of termination. Said longevity pay shall be paid at the end of the fiscal year.

The Union shall provide the Town with a list of the names of all employees and their date of hire and said list shall be attached to this Agreement and made a part hereof.

ARTICLE XX

TERMINATION

This Agreement shall continue in effect until June 30, 2010, and thereafter for yearly periods upon mutual Agreement between the Town of Bristol and the Union.

The Town of Bristol or the Union may request re-negotiation of this Agreement by giving written notice to the other party 180 days prior to June 30, 2010.

Amendments or modifications of this Agreement entered into by the parties after the expiration of, or any anniversary date of, this Agreement shall be retroactive to the expiration date or anniversary date.

Should any provision, modification, or amendment of this Agreement, or any application thereof, become unlawful by virtue of any Federal or State laws or contrary to any ordinance of the Town of Bristol, the provisions of this Agreement shall be modified by the parties to comply with such law, ordinances, or the Home Rule Charter.

In Witness Whereof, the parties hereto have hereunder set their hands as of the 1st day of July 2007.

ARTICLE XXI

MISCELLANEOUS

The Town of Bristol and the United Steelworkers AFL-CIO, CLC, on behalf of Local 14845, also agree to the following changes:

- Roger Williams University: The Town agrees that, for so long as, and to the extent it has an agreement with Roger Williams University, permanent employees of the highway department shall have the right to take course(s) at Roger Williams University, in accordance with that agreement.
- It is understood that the use of the masculine gender in nouns or pronouns shall apply equally to female employees in the Bargaining Unit.

NO DISCRIMINATION

To comply with State and Federal laws pertaining to discrimination, there will be no discrimination in employment between employees or applicants for employment for reasons of race, creed, sex, color, national origin, handicap, disabled, veterans, marital status or non-job related disability.

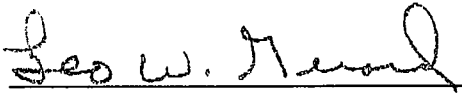
ARTICLE XXII

POST RETIREMENT BENEFITS

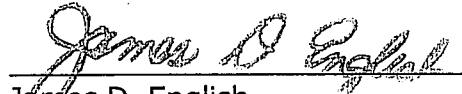
In Accordance with Section 20-134 of the Retirement Benefits ordinance, each employee shall contribute an amount equal to one percent (1%) of the then lowest employee wage rate in the unit's pay schedule commencing on July 1, 2007. The contribution shall be made by deduction from each employee's pay during each pay period, and shall be applied towards retirement benefits. The Town shall match each employee's contribution.

UNITED STEEL WORKERS AFL-
CIO, CLC (ON BEHALF OF
LOCAL UNION #14845)

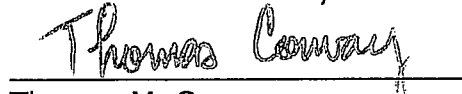
TOWN OF BRISTOL, HIGHWAY
RHODE ISLAND



Leo W. Gerard
International President



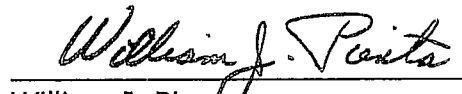
James D. English
International Secretary-Treasurer



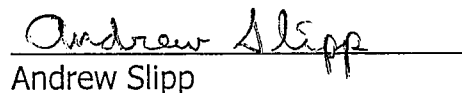
Thomas M. Conway
International Vice President-Administration



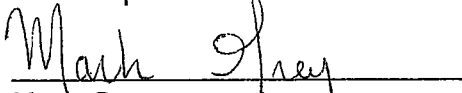
Fred Redmond
International Vice President-Human Affairs



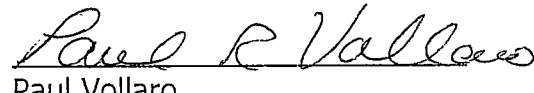
William J. Penta
District 4, Director



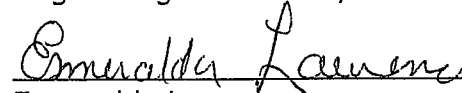
Andrew Slipp
Staff Representative



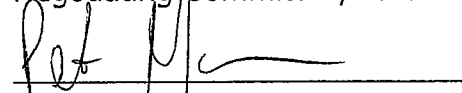
Mark Grey
Unit Chair, Local 14845



Paul Vollaro
Negotiating Committee, Local 14845



Esmaralda Lawrence
Negotiating Committee, Local 14845



Peter Moran
Negotiating Committee, Local 14845



Diane C. Mederos
Town Administrator
